

**UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA**

**IN THE COURT OF COMMON PLEAS  
OF PHILADELPHIA COUNTY  
TRIAL DIVISION: CIVIL SECTION**

**2595 Interstate Drive, Suite 103  
HARRISBURG, PA 17110**

**BELL & GOSSETT/DOMESTIC  
PUMP  
8200 N. Austin Avenue  
MORTON GROVE, IL 60053**

**BF GOODRICH COMPANY  
2730 W. Tyvola Road  
CHARLOTTE, NC 28217-4543**

**BUFFALO PUMPS, INC.  
874 Oliver Street  
NORTH TOWANDA, NY 14120  
BURHAM LLC  
1238 HARRISBURG PIKE  
LANCASTER, PA 17604**

**BW/IP Inc.  
c/o FLOW SERVICE  
CORPORATION  
5215 N. O'Connor Blvd, Suite 2300  
IRVING, TX 75039**

**CARRIER CORPORATION  
1 Carrier Place  
FARMINGTON, CT 06034**

**CBS Corporation, formerly  
Westinghouse Electric Corporation  
c/o Prentice Hall  
80 State Street  
ALBANY, NY 12207**

**CLARK EQUIPMENT COMPANY  
c/o CT Corporation  
600 N. 2nd Street, Suite 401  
HARRISBURG, PA 17101**

**CLEAVER-BROOKS, INC.  
A Division of Aqua-Chem, Inc.  
c/o Corporation Service Company  
2595 Interstate Drive, Suite 103  
HARRISBURG, PA 17110**

**CLYDE UNION PUMPS  
4600 W. Dickman Road  
BATTLE CREEK, MI 49037**

**COCHRANE ENVIRONMENTAL  
SYSTEMS  
Division of CRANE  
2650 Eisenhower Avenue, Suite 100A  
NORRISTOWN, PA 19403**

**CONCEPT ALLOYS INC.  
11234 Lemen  
Green Oak Industrial Drive  
WHITEMORE LAKE, MI 48189**

**COONEY BROTJERS  
1850 North Gravers Road, #100  
PLYMOUTH MEETING, PA 19462**

**CRANE CHEMPHARMA &  
ENERGY  
4526 Research Forest Drive, Suite 400  
THE WOODLANDS, TX 77381**

**CRANE CO.  
100 First Stamford Place  
STAMFORD, CT 06902**

**EATON CORPORATION  
c/o CT Corporation Systems  
600 North 2nd Street, Suite 401  
HARRISBURG, PA 17101**

**EXCELSIOR, INC.  
f/k/a EXCELSIOR LEATHER  
WASHER MFG. CO.  
4928 27<sup>th</sup> Avenue  
Rockford, IL 61109**

**FOSTER WHEELER, LLC  
P.O. BOX 9000  
HAMPTON, NJ 08827**

**GARDER DENVER  
222 E. Erie Street  
MILWAUKEE, WI 53202**

**GENERAL ELECTRIC COMPANY  
C/O CT CORPORATION 600 N. 2<sup>ND</sup>  
STREET, STE 401  
HARRISBURG, PA 17101**

**GOODYEAR CANADA  
450 KIPLING AVENUE  
ETOBICOKE, ON M8Z 5E1**

**GOODYEAR TIRE AND RUBBER  
CO.  
CORPORATION SERVICE CO. 251  
LITTLE FALLS DRIVE  
WILMINGTON, DE 19808**

**GOULD ELECTRONICS, INC.  
2555 W. FAIRVIEW ST, STE 103  
CHANDLER, AZ 44095**

**GOULDS PUMP, INC.  
270 FALL STREET  
SENECA FALLS, NY 13148**

**GREENE, TWEED & CO, INC.  
C/O GREENE, TWEED, NC LLC 201  
S. TRYON, STE 950 CHARLOTTE,  
NC 28202**

**GRINNELL CORPORATION F/K/A  
ITT GRINNELL C/O CT  
CORPORATION SYSTEMS 600 N  
2<sup>ND</sup> ST, STE 401  
HARRISBURG, PA 17101**

**HAJOMA CORPORATION  
2710 GATEWAY OAS DR, SUITE  
150N  
SACRAMENTO, CA 95833**

**HONEYWELL, INC.  
115 TABOR ROAD  
MORRIS PLAINS, NJ 07950**

**IMO INDUSTRIES INC.**

**F/K/A DELAVAL STEAM TURBINE  
CO THE CORPORATION TRUST  
COMPANY  
1209 ORANGE STREET  
WILMINGTON, DE 19801**

**ITT BELL GOSSET  
8200 N. AUSTIN AVENUE  
MORTON GROVE, IL 60053**

**J.A. SEXAUER  
570 TAXTER RD, STE 230  
ELMSFORD, NJ 10523**

**J.J. WHITE, Inc.  
5500 BINGHAM STREET  
PHILADELPHIA, PA 19120**

**KEATS MANUFACTURING  
350 HOLBROOK DRIVE  
WHEELING, IL 60090**

**KOHLER COMPANY  
444 HIGHLAND DRIVE  
KOHLER, WI 53044**

**MINNESOTA MINING AND  
MANUFACTURING  
3M CENTER  
ST. PAUL, MN 55144**

**MONSEY RODUCTS  
C/O HENRY COMPANY  
336 COLD STREAM RD  
KIMBERTON, PA 19442**

**NANMAC CORPORATION  
425 FORTUNE BLVD, STE 206  
MILFORD, MA 01757**

**PECORA CORPORATION  
165 WAMBOLD ROAD  
HARLEYSVILLE, PA 19438**

**PHILADELPHIA GEAR  
CORPORATIO**

**935 1<sup>ST</sup> AVE, STE 200  
KING OF PRUSSIA, PA 19406**

**POWELL VALVES  
2503 SPRINGS GROVE AVE  
CINCINNATI, OH 45214**

**RILEY STOKER CORPORATION  
K/N/A RILEY POWER C/O CT  
CORPORATION SYSTEMS  
600 N 2<sup>ND</sup> ST, STE 401  
HARRISBURG, PA 17101**

**ROCK BESTOS COMPANY C/O  
U.S. CORPORATION CO.  
319 MARKET STREET  
HARRISBURG, PA 17108**

**RUMSEY ELECTRIC CO.  
15 COLWELL LANE  
CONSHOHOCKEN, PA 19428-0227**

**SPX COOLING TECHNOLOGIES  
7401 W. 129<sup>TH</sup> STREET  
OVERLAND PARK, KS 66123**

**SQUARED COMPANY  
200 N. MARTINGALE ROAD, STE  
100  
SCHAUMBURG, IL 60173**

**TACO, INC  
1160 CRANSTON ROAD  
CRANSTON, RI 02920**

**THE NASH ENGINEERING  
COMPANY  
C/O CSC 2959 INTERSTATE DRIVE  
SUITE 103  
HARRISBURG, PA 17110**

**WARREN PUMPS, LLC  
CORPORATION TRUST CENTER  
1209 ORANGE STREET  
WILMINGTON, DW 19801**

<p><b>YORK INTERNATIONAL CT CORPORATION SYSTEMS 600 N. 2<sup>ND</sup> STREET, STE 401 HARRISBURG, PA 17101-1071</b></p>	
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**Defendants.**

**NOTICE OF NOTICE OF REMOVAL TO STATE COURT**

**TO THE HONORABLE JUDGE OF THE COURT OF COMMON PLEAS:**

Please take notice that Defendant's Notice of Removal of the above-entitled action from the Court of Common Pleas of Philadelphia County to the United States District Court for the Eastern District of Pennsylvania (a copy of which Notice [without exhibits] is attached as Exhibit "A") was duly filed in the United States District Court for the Eastern District of Pennsylvania on January 7, 2022.

Defendant Foster Wheeler LLC, upon filing of its Notice of Removal and a copy of the Notice with the Clerk of this Court, has effected this removal in accordance with 28 U.S.C. § 1442(a). This Court is respectfully requested to proceed no further in this action, unless and until such time as the action may be remanded by order of the United States District Court for the Eastern District of Pennsylvania.

Dated: Philadelphia, PA  
January 7, 2022

REILLY, McDEVITT & HENRICH, P.C.

BY: s/ Susan M. Valinis

The Widener Building  
One South Penn Square, Suite 410  
Philadelphia, PA 19107

Tel. (215) 972-5200; F: (215) 972-0405  
*Counsel for Defendant Foster Wheeler LLC*

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

JAMES F. STEAD, SR., and SUSAN A. STEAD, h/w,	§	Civil Action Number:
	§	
	§	
	§	
	§	
	vs.	
	§	
	§	
A.W. CHESTERTON, INC., et al. (including Foster Wheeler LLC);	§	
	§	
	§	
	Defendants.	
	§	
	§	

**DEFENDANT FOSTER WHEELER LLC'S NOTICE OF REMOVAL**

TO THE HONORABLE JUDGE OF THIS UNITED STATES DISTRICT COURT:

Pursuant to Title 28 U.S.C. §§ 1331, 1442(a)(1), and 1446, Defendant Foster Wheeler LLC (“Foster Wheeler”), by and through its undersigned attorney of record, hereby gives Notice of Removal of an action filed against them in the Court of Common Pleas of Philadelphia County, Pennsylvania. In support, Foster Wheeler respectfully offers the following:

**Preliminary Matters**

1. On or about October 22, 2021, plaintiffs James F. Stead, Sr., and Susan A. Stead (“Plaintiffs”) filed a lawsuit in the Court of Common Pleas of Philadelphia County, Pennsylvania, against Foster Wheeler and several other defendants. *See* Plaintiffs’ Complaint, attached hereto as Exhibit A. Plaintiffs’ allegations arise out of James F. Stead’s development of lung cancer resulting from his alleged exposure to various asbestos-containing products, including take-home exposure through his father

Darryl Stead's work at the Philadelphia Naval Shipyard ("PNSY") and Naval Surface Warfare Center Philadelphia ("NAVSSES"). *Id.* at ¶ 6(a).

2. Plaintiffs' Complaint includes general allegations that James F. Stead, Sr. was exposed to asbestos "on and from his father's clothes" while his father worked at PNSY and NAVSSES from approximately 1962 to 1992. *See id.*

3. On December 10, 2021, Plaintiffs served upon all defense counsel a Letter from Plaintiff's father, Darryl Stead, to Plaintiff's counsel identifying the types of products and equipment and the manufacturer's name of such equipment that Darryl Stead allegedly worked with or around while at the PNSY and/or NAVSSES. *See* Letter from Darryl E. Stead to Paul, Reich & Myers, P.C., dated 09/21/2021, attached hereto as Exhibit B, at 1-3.

4. In his letter, Darryl Stead states that the asbestos-containing materials that he used or handled while at PNSY and/or NAVSSES included:

**Chromel Alumel thermocouple wire, asbestos fiber coating, stripped for installation**  
**Garlock Gaskets, asbestos fibers, cut to form new gaskets**  
**Asbestos blankets for covering non-permanent areas during instrumentation installation**  
**Boiler insulating bricks, removed for instrumentation installation**  
**Asbestos mud for filling gaps after instrumentation installation**

*See id.* at 1.

5. In his letter, Darryl Stead further states that "Foster Wheeler, LLC" is among the manufacturer's names which he recognizes in connection with his work at PNSY and/or NAVSSES.

*See id.* at 1-2.

6. This Notice of Removal is timely in that it is filed within thirty (30) days of receipt of the Letter from Darryl Stead to Plaintiff's counsel, from which Foster Wheeler first ascertained that this case is removable. 28 U.S.C. § 1446(b).

**Nature Of The Case**

7. The case is based on Plaintiffs' allegations that James Stead's asbestos-related disease, specifically lung cancer, was caused by his exposure to asbestos dust and/or fibers.
8. Plaintiffs assert failure to warn claims, along with negligence and strict liability claims against Defendants based on various theories.

**Grounds For Removal**

9. Plaintiffs' allegations stem from James F. Stead, Sr.'s alleged exposure to asbestos through his father's work at two Navy installations—PNSY and NAVSSES. Foster Wheeler manufactured boilers for use on Navy ships and at Navy installations like PNSY and NAVSSES pursuant to contracts and specifications executed by the Navy. Thus, the basis for this removal is that, in the manufacture and sale of such equipment for the Navy, including all aspects of warnings associated with that equipment, Foster Wheeler was acting under an officer or agency of the United States within the meaning of 28 U.S.C. § 1442(a)(1). *See generally* Affidavit of J. Thomas Schroppe dated 12/18/2009 (hereinafter "Schroppe Aff."), attached hereto as Exhibit C.

10. Should Plaintiff file a motion to remand this case, Foster Wheeler respectfully requests an opportunity to respond more fully in writing, but offers the following authorities at this time:

**Federal Officer Removal**

9. As recognized in a landmark decision by the United States District Court for the Eastern District of Pennsylvania (MDL-875) in *Hagen v. Benjamin Foster Co.*, 739 F.Supp.2d 770 (E.D. Pa. 2010), Foster Wheeler has a federal defense to this action. *See Hagen.* In examining virtually identical evidence submitted in the case at bar, Judge Eduardo C. Robreno found that the defendant, Foster Wheeler, raised a colorable defense to plaintiff's failure to warn claims, *i.e.*, government contractor immunity from liability for injuries arising from any exposure to asbestos related to boilers and auxiliary equipment aboard Navy vessels, insofar as they were designed and manufactured by Foster Wheeler

according to strict Navy specifications. Removal pursuant to 28 U.S.C. § 1442(a)(1) is appropriate where the moving party can (1) demonstrate that it acted under the direction of a federal officer, (2) raise a colorable federal defense to plaintiffs' claims, and (3) demonstrate a causal nexus between plaintiff's claims and acts it performed under color of federal office. *Mesa v. California*, 489 U.S. 121, 124-25, 129-31, 134-35 (1989).

10. In reaching his conclusion, Judge Robreno discussed in detail the three elements necessary for removal under this statute. First, a defendant must demonstrate that it is a "person" within the meaning of the statute. *Hagen*, at 776. The definition of a "person" includes a corporation. *Id.* Second, defendants must raise a colorable claim to a federal law defense. *Id.* As previously stated, a colorable claim to a federal defense can be predicated upon the federal government contractor defense. *Id.* Third, the defendant must establish that the suit is for any act under color of federal office, *i.e.*, there is a causal connection between the charged conduct and asserted official authority. *Id.* Causation exists if the predicate acts of the state court suit were undertaken while the person was acting as or under a federal officer, and the acts were under color of the relevant federal office. *Id.*

11. The second and third elements require a substantial degree of federal control over defendant's work and a causal nexus between the defendant's actions under the federal officer and plaintiff's state court claims. *Hagen*, at 776. Although set forth in the statute as two separate requirements, Judge Robreno recognized that the evidentiary similarities between the "acting under" and "causal nexus" prongs have often prompted courts to collapse them into one single requirement. *Id.* at 784 (citing *Good v. Armstrong World Indus., Inc.*, 914 F.Supp. 1125, 1128 (E.D. Pa 1996) ("The 'acting under' language in the statute forces [the defendant] to show a causal nexus between the plaintiff's claims and the conduct taken pursuant to direction from a federal officer.")).

12. What constitutes sufficient federal control is often central to a court's decision to uphold

removal or remand a case. Like the *Hagen* court, federal courts across the country, including the Third Circuit, have upheld removal because defendants were sued as a result of designing and manufacturing products pursuant to detailed and strict government specifications. *See Papp v. Fore-Kast Sales Co., Inc.*, 842 F.3d 805, 815 (3d Cir. 2016) (reversing lower court's grant of remand and finding government contractor defense "colorable," meaning that the defense was legitimate and could reasonably be asserted, given the facts presented and the current law); *Sawyer v. Foster Wheeler LLC*, 860 F.3d 249 (4<sup>th</sup> Cir. 2017) (reversing lower court's grant of remand and finding Foster Wheeler satisfied federal officer removal statutory requirements); *Ripley v. Foster Wheeler LLC*, 841 F.3d 207 (4<sup>th</sup> Cir. 2017) (reversing lower court's grant of remand and ruling Foster Wheeler's evidence established colorable government contract defense to plaintiff's failure to warn claims); *Cuomo v. Crane Co.*, 771 F.3d 113 (2d Cir. 2014) (Crane Co. provided sufficient evidence that easily cleared the low threshold for asserting a federal contractor defense); *Zeringue v. Crane Co.*, 846 F.3d 785, 789-90 (5<sup>th</sup> Cir. 2017) (section §1442(a)(1) is a "pure jurisdictional statute" that permits a federal defense "to serve as the federal question that endues the court with jurisdiction"); *Leite v. Crane Co.*, 749 F.3d 1117 (9<sup>th</sup> Cir. 2014) (plaintiff's failure to warn claims and defendant's government contractor defense is one for the federal and not state court to decide); *Ruppel v. CBS Corporation*, 701 F.3d 1176 (7<sup>th</sup> Cir. 2012) (reversing lower court decision to remand and finding removal proper where Westinghouse established through affidavits that it had a colorable government contractor defense to plaintiff's claims).

13. The predominant view holds that "a colorable federal defense need only be plausible." *Bennett v. MIS Corp.*, 607 F.3d 1076, 1089 (6th Cir. 2010); *see also Ruppel*, 701 F.3d at 1182. In the context of a "failure to warn" case, the defendant need not show that the government expressly barred or broadly preempted the inclusion of asbestos warnings on its products. *See Kerstetter v. Pacific Scientific Co.*, 210 F.3d 431, 438 (5th Cir.), *cert. denied*, 531 U.S. 919 (2000) (government

contractor defense is available in “failure to warn” claims where the evidence shows that the lack of a warning reflects governmental direction or control rather than the unfettered discretion of the product’s manufacturer, and applies wherever: 1) the government approved or authorized the warnings which the plaintiff contends were inadequate or incomplete; 2) the warnings provided by the manufacturer conformed to the warnings as approved or authorized by the government; and 3) the manufacturer warned the government as to any product hazards known by the manufacturer but unknown by the government. *Kerstetter*, 210 F.3d at 438).

14. As stressed in *Kerstetter*, “[t]he government need not prepare the specifications to be considered to have approved them.” *Id.* at 435. The only material issue is whether the manufacturer’s designs and specifications were subjected to “substantial review” rather than a mere “rubber stamp” approval. *Id.* While this determination is necessarily fact specific, “substantial review” has plainly been shown upon evidence of a “continuous back and forth” between the contractor and the government.” *Id.* In this regard, “[t]he specifications need not address the specific defect alleged; the government need only evaluate the design feature in question.” *Id.* Once again, applying these general principles to “failure to warn” claims, the fact that governmental specifications or regulations did not specifically preclude the exact warning desired by the plaintiff does not take a “failure to warn” claim outside the scope of the government contractor defense so long as the government was involved generally as to the issue of product warnings (or specifically approved the warnings provided by the contractor) and was generally aware of the hazard in question. *Id.* at 438. Stated another way, “[i]nadequacy [of a warning] is not an issue when it is the government's warning in the first place.” *Id.* at 438.

15. The present case is substantially similar, if not identical, to *Kerstetter* and *Hagen, supra*. As explained by J. Thomas Schroppe, Foster Wheeler’s manufacture of boilers for the Navy was subject to close supervision, control, and inspection by the Navy personnel:

5. The Navy was responsible for all phases of the design of a vessel, which was accomplished by the Naval architect. Specifically, the Naval architect would prepare the ship design which involved the entire vessel, including the machinery space, and all performance requirements. In general, the ship design for any given class of ship would be contained in a Ship Specification ("Ship Spec") which covers all aspects of the vessel including the machinery space. As it relates to the boiler, the Ship Spec would cover all boiler operating criteria, performance requirements, and maximum physical dimension of the boiler(s). In general, the Ship Spec was written and prepared by the naval architect and approved by the Navy and, in the course of its projects with the Navy, Foster Wheeler was required to design, fabricate and furnish equipment which complied strictly with the requirements in the Ship Spec.

6. In addition to the Ship Spec, Foster Wheeler was also obligated to comply with Military Specifications ("Mil Specs") which cover all specific components of the boiler, including accessories, subcomponents, and materials required to fabricate the boilers and its components.

....

21. In addition to the above design, manufacture and testing there remains an obligation by Foster Wheeler to provide technical manuals for the boilers and economizers furnished in a given Navy contract. The Navy exercised intense direction and control over all written documentation to be delivered with its naval boilers such as engineering drawings, test reports and other technical data that could be used as needed by shipboard engineering officer during the life of the equipment. The Navy required that every piece of equipment be supplied with a defined number of copies of one or more technical manuals. Navy personnel participated intimately in the preparation of this kind of information and exercised specific direction and control over its contents. These manuals included safety information related to the operation of naval boilers and economizers only to the extent directed by the Navy.

22. Furthermore, the Navy had precise specifications, practices and procedures that governed the content of any communication affixed to machinery supplied by Foster Wheeler to the Navy. Foster Wheeler would not be permitted, under the specifications, associated regulations and procedures, and especially under actual practice as it evolved in the field, to affix any type of warning or caution statement to a piece of equipment intended for installation onto a Navy vessel, beyond those required by the Navy.

See Ex. C at ¶¶ 5-22.

16. There was no information concerning any asbestos hazard or danger posed by any asbestos-containing product applied to any machinery on a Navy ship known by Foster Wheeler that was not known to the United States and the Navy.

17. Nowhere is it required that a Defendant produce physical contracts to prove the government's extensive direction and control over product specifications to satisfy the requirements of § 1442(a)(1). To promote judicial efficiency and consistency, the central purpose behind MDL-875, this Court should defer to the decision made by the MDL court in *Hagen*, and uphold removal.

18. A properly removed case cannot be remanded for discretionary or policy reasons such as allegedly related state court cases or a contention that judicial economy compels remand. 28 U.S.C. § 1447(c); *Thermitron Products, Inc. v. Hermansdorfer*, 423 U.S. 336 (1976). The federal officer removal statute is not narrow or limited, and it should not be frustrated by a narrow or grudging interpretation of § 1442(a)(1). *Willingham v. Morgan*, 395 U.S. 402, 405 (1960); *see also Arizona v. Manypenny*, 451 U.S. 232, 242 (1981) (“right of removal is absolute for conduct performed under color of federal office”); *Kolibash v. Comm. on Legal Ethics*, 872 F.2d 571, 576 (4th Cir.1989) (“right of removal conferred by § 1442(a)(1) is to be broadly construed.”). The removing defendant “need not win his case before he can have it removed” nor even establish that the defense is “clearly sustainable”. *See Ripley*, 841 F.3d at 210 (citing *Willingham*, 395 U.S. at 407).

19. Foster Wheeler is not required to notify and obtain the consent of any other defendant in this action in order to remove Plaintiffs' action as a whole under § 1442(a)(1). *See Torres v. CBS News*, 854 F.Supp. 245 (S.D.N.Y. 1994)

20. As required by 28 U.S.C. § 1446(b) and the local rules of this Court, true and correct copies of the process and pleadings served upon defendant are being filed with this Notice of Removal.

WHEREFORE, Defendant Foster Wheeler LLC removes this action pursuant to 28 U.S.C. §1442(a) and in conformance with the requirements set forth in 28 U.S.C. § 1446.

Dated: Philadelphia, PA  
January 7, 2022

Respectfully submitted,

s/ Susan M. Valinis  
REILLY, McDEVITT & HENRICH, P.C.  
The Widener Building  
One South Penn Square, Suite 410  
Philadelphia, PA 19107  
Tel. (215) 972-5200; F: (215) 972-0405  
*Counsel for Defendant Foster Wheeler LLC*

cc: All Known Counsel (via ECF and/or Email)

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

I, Susan M. Valinis, hereby certify that on January 7, 2022, that Defendant Foster Wheeler LLC's Notice of Removal (with exhibits); Notice of Notice of Removal to State Court; Notice of Notice of Removal to Adversary; Rule 7.1 Corporate Disclosure Statement; and Civil Cover Sheet were served on Counsel for the Plaintiff via ECF and Regular Mail at:

Robert E. Paul, Esq.  
Paul, Reich & Myers, P.C.  
1608 Walnut Street, Suite 500  
Philadelphia, PA 19103

and All Known Defense Counsel via ECF, email and/or regular mail.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: Philadelphia, PA  
January 7, 2022

REILLY, McDEVITT & HENRICH, P.C.

BY: s/ Susan M. Valinis

The Widener Building  
One South Penn Square, Suite 410  
Philadelphia, PA 19107  
Tel. (215) 972-5200; F: (215) 972-0405  
*Counsel for Defendant Foster Wheeler LLC*

# Attachments

STATE COURT NOTICE OF REMOVAL  
ADVERSARY NOTICE OF REMOVAL

**IN THE COURT OF COMMON PLEAS  
OF PHILADELPHIA COUNTY  
TRIAL DIVISION: CIVIL SECTION**

NOTICE OF NOTICE OF REMOVAL TO STATE COURT

**TO THE HONORABLE JUDGE OF THE COURT OF COMMON PLEAS:**

Please take notice that Defendant's Notice of Removal of the above-entitled action from the Court of Common Pleas of Philadelphia County to the United States District Court for the Eastern District of Pennsylvania (a copy of which Notice [without exhibits] is attached as Exhibit "A") was duly filed in the United States District Court for the Eastern District of Pennsylvania on January 7, 2022.

Defendant Foster Wheeler LLC, upon filing of its Notice of Removal and a copy of the Notice with the Clerk of this Court, has effected this removal in accordance with 28 U.S.C. § 1442(a). This Court is respectfully requested to proceed no further in this action, unless and until such time as the action may be remanded by order of the United States District Court for the Eastern District of Pennsylvania.

Dated: Philadelphia, PA  
January 7, 2022

REILLY, McDEVITT & HENRICH, P.C.

BY: s/ Susan M. Valinis

The Widener Building  
One South Penn Square, Suite 410  
Philadelphia, PA 19107  
Tel. (215) 972-5200; F: (215) 972-0405  
*Counsel for Defendant Foster Wheeler LLC*

IN THE COURT OF COMMON PLEAS  
OF PHILADELPHIA COUNTY  
TRIAL DIVISION: CIVIL SECTION

JAMES F. STEAD, SR., and SUSAN A. STEAD, h/w,	§	OCTOBER TERM 2021
Plaintiffs,	§	Civil Action No. 2110-1773
vs.	§	
A.W. CHESTERTON, INC., et al. (including Foster Wheeler LLC);	§	
Defendants.	§	

**NOTICE OF NOTICE OF REMOVAL TO ADVERSE PARTY**

TO: PLAINTIFF(s), through their attorney of record, PAUL, REICH & MYERS, P.C.,  
Please take notice that the above captioned civil action has been removed from the Court of Common Pleas of Philadelphia County to the United States District Court for the Eastern District of Pennsylvania, effective upon the filing of the enclosed Notice of Removal, which has been filed with the clerk of the United States District Court. A copy of that Notice of Removal has also been filed with the clerk of the state court, effecting removal pursuant to 28 U.S.C. § 1442(a).

Dated: Philadelphia, PA  
January 7, 2022

REILLY, McDEVITT & HENRICH, P.C.

BY: s/ Susan M. Valinis

The Widener Building  
One South Penn Square, Suite 410  
Philadelphia, PA 19107  
Tel. (215) 972-5200; F: (215) 972-0405  
*Counsel for Defendant Foster Wheeler LLC*